

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF MISSOURI  
EASTERN DIVISION

MICHAEL J. O'CONNELL, et al.,	)	
	)	
Plaintiffs,	)	
	)	Case No. 4:06CV927-TIA
v.	)	
	)	
SERVICE FIRST, INC., d/b/a FRUEH SERVICES,	)	
	)	
Defendant.	)	

**JUDGMENT**

Plaintiffs filed this action to recover delinquent contributions allegedly owed to the plaintiff employee benefit funds pursuant to 29 U.S.C. §§185 and 1132. Plaintiffs also seek to recover attorneys' fees and costs incurred in this action.

Defendant is party to a collective bargaining agreement with Plumbers and Pipefitters Local 562 which requires signatory employers to pay contributions to the employee benefit funds affiliated with Plumbers and Pipefitters Local 562. In order to insure the payment of the required fringe benefit contributions, the collective bargaining agreement requires employers to provide security for the payment of their fringe benefit contributions in one of three forms: a surety bond issued by a licensed insurance company, an automatically renewable certificate of deposit issued to the Plumbers and Pipefitters Funds, or an irrevocable letter of credit.

The collective bargaining agreement provides that employers who, after being given sixty (60) days notice, fail to maintain the required security shall pay contributions at a rate ten percent (10%) higher than the rate paid by contractors who have obtained the required security. Defendant was given sixty (60) days notice of this provision. Defendant still has not obtained the required security.

For the months of January 2006 through June 2006, defendant's contributions to the Plumbers and Pipefitters Funds totaled \$147,006.59. Since, as a result of its failure to obtain the contractually-required security, defendant was required to pay contributions at a rate ten percent (10%) higher than employers who maintain the required security, defendant owes additional contributions of \$14,700.66 for the period of January 2006 through June 2006. Thus, plaintiffs are entitled to a judgment of \$14,700.66.

ERISA at 29 U.S.C. §1132(g)(2) requires delinquent employers to pay the plaintiffs' attorneys' fees. In addition, the collective bargaining agreement requires the payment of fees and costs. Plaintiffs have incurred attorneys' fees of \$539.50 and court costs of \$415.19.

WHEREFORE, plaintiffs are entitled to a total judgment in the amount of \$15,655.35.

WHEREFORE, IT IS ORDERED, ADJUDGED AND DECREED that plaintiffs shall recover from defendant Service First, Inc. d/b/a Frueh Services the total amount of \$15,655.35.

SO ORDERED:

  
UNITED STATES DISTRICT JUDGE

Date: 11/6/06